

CONSTAR, INC.
STANDARD PURCHASING TERMS AND CONDITIONS

1. ACCEPTANCE

1.1 The terms and conditions set forth in this document shall govern with respect to the capital equipment (the "Capital Equipment"), goods (the "Goods", and collectively with Capital Equipment, the "Goods") and/or services (the "Services") identified in the offer to purchase ("Purchase Order") by Constar Inc. ("Buyer").

1.2 Except as expressly provided in Section 11.3, the terms and conditions set forth herein, together with any Purchase Order placed hereunder, embody the complete and entire understanding between Buyer and Seller with respect to the subject matter described herein and supersede all prior agreements, discussions, proposals, representations, statements, or understandings whether written or oral relating thereto. Acceptance of the Purchase Order is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any Seller acceptance, confirmation, quotation, acknowledgement, response hereto, or other form which is in addition to or different than the terms and conditions contained herein. Any such additional or different terms and conditions are hereby objected to and rejected by the Buyer.

1.3 Acceptance by Buyer of any Goods or Services provided under the Purchase Order shall not constitute Buyer's acceptance of any additional terms and conditions.

1.4 In the event of any inconsistency between the terms and conditions set forth herein and the terms and conditions of any Purchase Order; the terms and conditions set forth herein shall control.

1.5 A Purchase Order shall be deemed accepted upon the first of the following to occur: (i) Seller's making or signing any other form or letter of

acknowledgement (except that no additional or different terms and conditions thereon shall apply); (ii) any performance by Seller under the Purchase Order; and (iii) five (5) days after Seller's receipt of a Purchase Order unless Buyer receives Seller's written rejection thereof prior to the expiration of such five (5) day period.

1.6 By acceptance of the Purchase Order, Seller agrees to comply with the terms and conditions contained herein and, subject to the pricing provisions below, to provide the Goods and/or Services as described herein for the prices or other consideration indicated.

1.7 Once a Purchase Order is accepted, any additional variations thereto will be invalid unless confirmed in writing by both parties. Terms or conditions arising from any previous course of business between the parties will form no part of the Purchase Order unless specifically incorporated therein or contained herein.

2. SHIPMENT AND DELIVERY

2.1 TIME IS OF THE ESSENCE WITH RESPECT TO FULFILLMENT OF THE PURCHASE ORDER. All deliveries shall be in accordance with the delivery schedule provided in the Purchase Order. Seller shall immediately notify Buyer in the event that Seller's timely performance under the Purchase Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Buyer of any of Seller's obligations under the Purchase Order. If the Purchase Order relates to Goods and only a portion of the Goods specified therein is available for shipment to meet the delivery date specified in the Purchase Order ("Delivery Date"), Seller shall, unless Buyer instructs otherwise, (i) ship the available Goods in time to ensure timely delivery and (ii) ship,

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at its own cost, the remaining portion of the Goods as soon as such Goods become available to Seller.

2.2 Seller shall use its best efforts (including scheduling overtime shifts at Seller's expense) to deliver the Goods and/or Services ordered by Buyer no later than the Delivery Date. If the specified mode of transportation for Goods would not permit Seller to meet the Delivery Date, Seller shall ship such Goods by airfreight or other expedient means acceptable to Buyer, and Seller shall pay the cost of freight for such expedited shipment, over the cost of the specified mode of transportation. If Seller fails to deliver all of the Goods and/or Services ordered by Buyer within five (5) days after the Delivery Date, then Buyer may terminate the Purchase Order, in whole or in part, with return shipping charges, if applicable, at Seller's expense in accordance with Section 2.4 below, or accept such Goods and/or Services ordered at a fifteen percent (15%) discount from the price indicated in Section 3.1 below. The foregoing shall be in addition to any other remedies available to Buyer at law or in equity.

2.3 If the Goods and/or Services ordered by Buyer are in excess of the volume stated on the Purchase Order or are delivered more than ten (10) business days prior to the Delivery Date, Buyer may reject such Goods and/or Services pursuant to Section 4 below. Such shipments will be held at Seller's risk and expense, including reasonable storage charges, while awaiting Seller's shipping instructions. Return shipping charges will be at Seller's expense in accordance with Section 2.4 below. Materials for which return shipping instructions are not received within a reasonable time, may be destroyed or sold by Buyer at public or private sale and the proceeds, if any, applied toward storage charges.

2.4 Buyer's return shipment to Seller of any of the following Goods shall be at Seller's own risk and expense, including, without limitation, transportation and insurance charges: (i) Goods that do not meet the warranties specified herein or otherwise are defective; (ii) Goods which are not accepted by Buyer pursuant to Section 4 below, (iii) Goods which constitute over shipments, late shipments or early shipments by Seller, and (iv) Seller's shipment to Buyer of all replacement and reworked Goods to replace nonconforming Goods (transportation and insurance charges for replacement or reworked Goods shall include round trip shipment).

2.5 Seller shall preserve, pack, package and handle the Goods ordered by Buyer so as to protect the goods from loss or damage and in accordance with good commercial practice and Buyer's specifications. Seller shall be liable for and shall promptly refund to Buyer the amount of any loss or damage due to Seller's failure to properly preserve, pack, package or handle such Goods.

2.6 Seller shall include with each shipment of Goods a packing list which sets forth the number of the Purchase Order, Buyer's part number of each of the Goods shipped, a description and the quantity of each of the Goods shipped and the date of shipment. The Purchase Order numbers shall be plainly visible on all invoices, packages, bills of lading and shipping orders provided by Seller. Payment of invoices shall not constitute acceptance of Goods or Services and shall be subject to adjustment for errors, shortages, late deliveries, defects in the Goods or Services or other failures of Seller to meet the requirements of the Purchase Order.

2.7 All customs, duties, costs, taxes, insurance premiums and other expenses relating to such transportation and delivery shall be at Seller's sole cost and expense. Risk of loss or damage to Goods

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shall pass to Buyer only upon proper delivery and acceptance thereof.

2.8 Seller shall not, without Buyer's prior written consent, commence to manufacture or procure any of the Goods specified in the Purchase Order in advance of Seller's normal lead-time for such Goods. In the absence of Buyer's prior written consent, Buyer shall not be obligated, in the event of termination or a change of the Purchase Order, with respect to any Goods manufactured or procured in advance of Seller's normal lead time for such Goods.

2.9 Buyer may delay delivery and/or installation or acceptance occasioned by reason of force majeure or other causes beyond its control. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible for any reasonable out-of-pocket expenses directly attributable to the holding of Goods or delaying performance of this Agreement at Buyer's request. Causes beyond Buyer's control include, without limitation, government action or failure of the government to act where such action is required, strike or other labor trouble, fires, destruction or impairment of facilities or inclement or severe weather.

2.10 All shipments are FOB. Buyer's site, freight prepaid and add.

3. PRICE

3.1 Seller represents and warrants to Buyer that the prices for the Goods and/or Services provided under the Purchase Order are the lowest prices, whether or not published, for which Seller has sold or is selling such Goods and/or Services, taking into account any differences in quantities and delivery schedule. Buyer shall be entitled to receive from Seller a price reduction if Seller offers substantially similar Goods or Services to others at a lower price (taking into account any

differences in quantities and delivery schedule) at any time during the period beginning on the date of the Purchase Order and ending on the date that is ninety (90) days after the payment due date for such Goods or Services. Buyer may take volume discounts retroactively.

3.2 All payments due under the Purchase Order to Seller shall be to Seller in United States dollars not later than ninety (90) days following the latest to occur of (i) the Delivery Date and/or installation date, (ii) the date of Buyer's acceptance of all of the Goods and/or Services under the Purchase Order, or (iii) Buyer's receipt of a properly prepared invoice accompanied by certifications of conformance of the Goods or Services to the requirements under the Purchase Order, if applicable. Partial payments may be made at Buyer's option. Buyer may at any time set-off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer. Seller's acceptance of payment constitutes an unconditional waiver and release of any statutory lien, mechanic's lien, stop notice, bond right, and claim for payment. Seller's warrants, represents and covenants that when final payment is accepted from Buyer, title to all work, materials, and equipment shall pass to Buyer free and clear of all liens, claims, security interests and other encumbrances; all taxes applicable to materials furnished or work performed have been fully paid; and all laborers, mechanics, subcontractors and suppliers have been paid in full or will be paid in full from the final payment. No interest charges shall be payable by Buyer in respect of the Purchase Order whatsoever, however arising.

3.3 Seller shall pay, without charge to Buyer, any federal, state or local tax or other government charge or assessment relating to the production, sale or shipment of any of the Goods or provision of Services under the Purchase Order, unless

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otherwise expressly agreed to in writing by Buyer.

3.4 Seller shall make spare parts for Goods purchased pursuant to the Purchase Order available to Buyer at Seller's current price, less all applicable discounts.

3.5 All costs associated with custom product tooling shall be paid by Seller, unless otherwise expressly agreed to in writing by Buyer.

3.6 Seller shall bear responsibility for all errors contained in any invoice, acceptance, acknowledgement or confirmation.

4.0 INSPECTION/ACCEPTANCE

4.1 Buyer shall be entitled to inspect, at any time upon prior notice to Seller, Seller's manufacture of the Goods including the facilities and equipment used to manufacture the Goods. No inspection or test, or lack thereof, shall relieve Seller from responsibility for defects or other failure to meet the requirements of the Purchase Order. Seller shall carefully inspect all Goods prior to shipment to or installation with Buyer. Upon Buyer's request, Seller will provide all information and copies of all materials reasonably requested by Buyer in connection with Goods delivered or installed pursuant to the Purchase Order.

4.2 Buyer may accept or reject shipments in accordance with its established quality control standards, procedures and testing. Final acceptance or rejection of Goods will come after delivery and/or installation and testing of the Goods. Buyer shall be deemed to have accepted Goods if it has not notified Seller of rejection thereof within six (6) months after delivery in the case of Goods or nine (9) months after installation in the case of Capital Equipment. Where rejection of a shipment is appropriately based on Buyer's

normal inspection level, and such rejection endangers Buyer's production schedules by reason of the fact that at least some of the Goods are necessary to meet such production schedules, then Buyer, at its option, may charge Seller for the reasonable costs of an enhanced level of inspection up to and including one hundred percent (100%) inspection of such shipment or installation.

4.3 Buyer may revoke its acceptance of all, or any portion of, any shipment and/or installation of Goods that does not conform to the applicable specifications or descriptions of the Goods or is otherwise defective and may return such Goods to Seller, at Seller's cost, for, at Buyer's sole option, repair, replacement, refund or credit.

4.4 All Services provided under the Purchase Order shall be performed to Buyer's reasonable satisfaction. Buyer's acceptance of Services shall not impair, or otherwise limit, Buyer's rights under Section 6.

5. CHANGE ORDERS

5.1 Buyer may, at any time prior to the Delivery Date, by a written order suspend its purchase of Goods or Services under the Purchase Order or make changes in (i) the quantities of Goods or the scope of Services ordered, (ii) the applicable drawings, designs, and/or specifications, (iii) the method of shipment or packing, and/or (iv) the place of delivery of Goods or the specified location for Services to be performed.

5.2 If a change by Buyer under Section 5.1 causes an increase in the cost of or the timing required for Seller's performance under the Purchase Order, and Seller so notifies Buyer promptly in writing, then the price and/or delivery schedule of the Goods or Services corresponding to such changed portion(s) of the Purchase Order

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shall be ratably adjusted as mutually agreed upon by both parties, and the parties shall modify the Purchase Order accordingly in writing. Seller shall request such an adjustment no later than ten (10) days after the date of Seller's receipt of Buyer's notification of change; provided, however, such period may be extended upon Buyer's written approval.

5.3 Nothing in this Section 5 is intended to excuse Seller from performing the Purchase Order as changed or amended.

6. REPRESENTATIONS/
WARRANTIES

6.1 Seller represents to Buyer that it is experienced in and thoroughly familiar with all aspects of the Goods or Services to be provided under the Purchase Order and is properly qualified as applicable and is equipped, organized and able to deliver and/or install the Goods or perform the Services. Seller represents to Buyer that all work performed by Seller will be accomplished in conformance with all applicable industry standards, manufacturer's specifications and federal, state and local codes.

6.2 Seller warrants to Buyer and its customers (a) in the case of Goods, for the longer of Seller's normal warranty period and one (1) year following the date of Buyer's acceptance of the Goods, and (b) in the case of Capital Equipment, for the longer of Seller's normal warranty period and two (2) years following the date of Buyer's start up of the Capital Equipment (i) the Goods shall be free from defects in design, material, workmanship and manufacture, (ii) the Goods will conform to the documentation therefore and to the applicable specifications, drawings, samples or to other descriptions set forth in the Purchase Order, (iii) the Goods will be suitable for the purposes for which the Goods are intended (iv) Seller has good, unencumbered title to the Goods to transfer

to Buyer; and (v) all Goods are new and unused, unless otherwise specified by Buyer. Seller warrants to Buyer and its customers for the longer of Seller's normal warranty period and one (1) year following the date of Buyer's acceptance of Services that (i) the Services will conform to the descriptions set forth in the Purchase Order; (ii) the Services will be performed in a professional and workmanlike manner; and (iii) the Services are suitable for the purposes which the Services are intended. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, installation, performance, inspection, acceptance, or payment by Buyer.

6.3 If any of the Goods delivered by Seller do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, (i) require Seller to correct any defective or non-conforming Goods by repair or replacement at no charge to Buyer, (ii) return such defective or non-conforming Goods to Seller at Seller's expense, cancel the Purchase Order and recover from Seller all amounts paid thereunder; (iii) correct the defective or non-conforming Goods itself and charge Seller the cost of such correction, even if cost of correction is higher than the cost of the Goods; or (iv) utilize the defective Goods and require an appropriate reduction in price. If any of the Services provided by Seller do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, cancel the Purchase Order and obtain a refund from Seller for all amounts paid for any defective or non-conforming Services. The foregoing remedies are in addition to all other remedies at law or in equity or under the Purchase Order, for damages or otherwise, and shall not be deemed to be exclusive, All warranties shall run to Buyer and to its customers.

6.4 Seller represents and warrants to Buyer that the Goods and all

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information systems, data and software necessary to manufacture and/or run the Goods and/or perform the Services under the Purchase Order shall (i) handle date information before, during, and after January 1, 2000, including but not limited to accepting date input, providing date output, and performing calculations on dates or portions of dates; (ii) function accurately and without interruption before, during and after January 1, 2000, without any change in operations associated with the advent of a new century; (iii) respond to two-digit year-date input in a way that resolves the ambiguity as to century in a disclosed, defined, and predetermined manner; (iv) store and provide output of date information in ways that are unambiguous as to century; and (v) when used in combination with other year 2000 compliant Goods, shall accurately process date/time. In addition to the remedies set forth in Section 6.3 above, Seller shall be liable for all direct or indirect damages that Buyer may incur as a result of Seller's breach of this warranty.

6.5 Buyer's approval of Seller's product or design shall not relieve Seller of the warranties set forth in this Section 6, nor shall a waiver by Buyer of a requirement pertaining to any drawing or specification for one or more of the Goods constitute a waiver of such requirements for the remaining Goods to be delivered under the Purchase Order; or with respect to subsequent shipments, unless explicitly stated by Buyer in writing. The provisions of this Section 6 shall not limit or affect the rights of Buyer under Section 4 hereof, "INSPECTION/ACCEPTANCE."

7. ASSIGNMENTS

7.1 No right or obligation under the Purchase Order (including the right to receive monies due) may be assigned without the prior written consent of Buyer and any purported assignment without such consent shall be null and void. For purposes of this Section 7.1, a change of

control or business combination shall be deemed an assignment. Seller shall not subcontract any of its obligations under the Purchase Order without Buyer's prior written consent. Any right or obligation under the Purchase Order may be assigned by Buyer without notice to Seller. Upon delivery and/or installation of Goods and Buyer's payment thereof, Seller shall assign all of its rights with respect to the Goods (other than arising out of this Purchase Agreement) to Buyer.

8. CANCELLATION AND TERMINATION FOR CONVENIENCE

8.1 Buyer may terminate the Purchase Order, in whole or in part, at any time, by written, oral, facsimile or email notice to Seller.

8.2 Upon such termination, Seller will, to the extent and at the time specified by Buyer, (i) stop all work under the Purchase Order and place no further orders for materials to complete such work; (ii) if requested by Buyer, assign to Buyer all of Seller's rights, title and interests under terminated subcontracts and orders; (iii) settle all claims thereunder (after obtaining Buyer's prior written approval); (iv) protect all property in which Buyer has or may acquire an interest; and (v) transfer title and make delivery to Buyer of all articles, materials, work in progress, and other things held or acquired by Seller in connection with the terminated portion of the Purchase Order. Seller will proceed promptly to comply with Buyer's instructions respecting each of the foregoing without awaiting settlement or payment of any termination claim it may have against Buyer (as described in Section 8.3 below).

8.3 Within six (6) months after such termination of the Purchase Order pursuant to Section 8.1, Seller may submit to Buyer its written claim for commercially reasonable and customary termination charges, in the form and with the

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certifications prescribed by Buyer. Failure to submit such claim within such six (6) month period will constitute Seller's waiver of all claims against Buyer and a release of all of Buyer's liability arising out of the termination.

8.4 The parties may, after conferring with each other in good faith, agree upon the amount to be paid by Buyer to Seller for termination of the Purchase Order pursuant to Section 81. Absent such agreement, Buyer will pay Seller (subject to set off against amounts owed by Seller or any of its affiliated companies to Buyer) the following amounts: (i) the price set forth in the Purchase Order for all Goods delivered and/or installed or Services rendered to Buyer in accordance with the Purchase Order to the extent not previously paid for; (ii) the documented and reasonable out-of-pocket costs incurred and paid by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of the Purchase Order, plus a fair and reasonable profit on such costs unless Seller would have sustained a loss on the Purchase Order, in which case no profit will be allowed and an adjustment will be made reducing the amount to be paid by Buyer by the projected amount of such loss; and (iii) the reasonable actual costs incurred and paid by Seller in making settlement under the Purchase Order and in protecting property in which Buyer has or may acquire an interest. Any payment made pursuant to this Section 8 shall constitute a settlement in full and release of Buyer's obligations under the Purchase Order.

8.5 Payments made under Sections 8.3 and 8.4 (i) and (ii) above shall not exceed the aggregate price of the Goods or Services specified in the terminated portion of the Purchase Order minus payments otherwise made or to be made by Buyer. Any amounts payable to Seller by Buyer under this Section 8 shall exclude amounts payable to Buyer by Seller due to

property that is lost, damaged, stolen or destroyed.

8.6 Buyer reserves the right to revoke or withdraw the Purchase Order in whole or in part and without charge prior to Buyer's receipt of Seller's written acceptance.

8.7 Except to the extent expressly provided to the contrary herein, the following provisions shall survive termination of the Purchase Order, this Section 8.7 and Sections 2.7, 3.1, 3.3, 4, 6, 7, 8.4, 10, 11, 12, 13, 15, 16 and 18.

9. INSOLVENCY

9.1 Buyer reserves the right to cancel any unfulfilled part of the Purchase Order without any liability whatsoever in the event (i) Seller becomes unable to meet its obligations as they come due; (ii) any proceedings, voluntary or involuntary, in bankruptcy or insolvency, are instituted by or against Seller; or (iii) an assignee for the benefit of creditors or a receiver is appointed for Seller, with or without Seller's consent. Buyer shall pay for Goods delivered and/or installed and/or Services rendered to date less applicable offsets including any additional costs incurred by Buyer for replacement Goods and/or Services. Buyer shall have a right of repletion for Goods identified to the Purchase Order.

10. HAZARDOUS MATERIALS

10.1 If goods or Services include or involve any hazardous material, as defined under 29 C.F.R. 1910.101 et seq., Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacturer, handling and transportation of such hazardous materials. Seller further represents and warrants that it possesses sufficient knowledge, skill and experience to manufacturer, handle and transport such

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materials in conformance with all applicable laws.

11. CONFIDENTIAL INFORMATION

11.1 Seller agrees that any data, designs, specifications and all other business, customer, proprietary, product, technical and financial information it obtains from Buyer are the confidential property of Buyer (“Confidential Information”) and shall remain Buyer’s property.

11.2 Seller will hold in confidence and not use or disclose any Confidential Information without Buyer’s prior written consent and shall similarly bind its employees, consultants and subcontractors in writing. Seller shall not disclose any Confidential Information to any person or entity other than those employees, consultants or subcontractors of Seller who have a legitimate need to know. Seller’s nondisclosure obligation hereunder shall not apply to information it can prove by credible written evidence was generally available for use by the public at the time of disclosure or was rightfully disclosed to Seller by a third party without restriction. Upon Buyer’s request, or upon termination of the Purchase Order, Seller shall promptly return all Confidential Information and any copies thereof to Buyer.

11-3 Notwithstanding anything set forth herein or in the Purchase Order to the contrary, any existing agreement between Buyer and Seller relating to obligations of confidentiality shall remain in full force and effect and shall be supplemental to, and not in lieu of, the protections set forth in this Section 11.

12. INDEMNIFICATION

12.1 Seller shall indemnify, defend and hold Buyer and its officers, directors, agents, employees, successors and customers, harmless against any and all claims, liabilities, losses, damages,

settlements, costs and expenses (including attorneys’ fees) (collectively “Losses”) arising from the death of or bodily injury to any person or damage to property on account of any alleged or actual defect in any Goods or Services provided under the Purchase Order, whether latent or patent including, without limitation, improper installation, construction or design, or failure to warn, or caused by the negligence or willful misconduct of Seller or any subcontractor, agent, employee or consultant of Seller.

12.2 Seller represents and warrants to Buyer that there are no claims or liabilities for royalties, liens or any other encumbrances on the Goods or Services provided under the Purchase Order, and Seller shall indemnify defend and hold Buyer and its officers, directors, agents, employees, successors and customers harmless against any such claims and liabilities.

12.3 Seller shall indemnify defend and hold Buyer and its officers, directors, agents, employees, successors and customers harmless from any and all Losses arising out of infringement of any patent, trademark, copyright, or misappropriation of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right. If Buyer’s use of any of the Goods is enjoined or, in Buyer’s reasonable opinion, is likely to be enjoined as result of any such infringement or alleged infringement, Seller agrees, at Buyer’s option to (i) accept return of the Goods from Buyer and refund to Buyer the amounts paid by Buyer with respect to such Goods; (ii) modify the Goods so that they become noninfringing but equivalent in functionality, quality, compatibility and performance; or (iii) procure for Buyer and its customers the right to continue using and distributing the Goods. The foregoing obligation of Seller does not apply with respect to any Goods (a) made in accordance

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with Buyer's specifications, if the alleged infringement would not have occurred but for such specifications; or (b) which are modified after shipment by Buyer, if the alleged infringement would not have occurred but for such modification.

13. LIMITED LIABILITY

13.1 Except as expressly agreed to in writing by Buyer, Buyer accepts no liability for any expenses, losses or action incurred or undertaken by Seller as a result of work performed in anticipation of purchases of Goods or Services under any Purchase Order.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE PURCHASE ORDER OR OTHERWISE, BUYER WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS, (II) ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID BY BUYER UNDER THE PURCHASE ORDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (III) ANY MATTER BEYOND BUYER'S REASONABLE CONTROL.

14. WORK DONE AT BUYER'S FACILITIES

14.1 Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work under the Purchase Order that may be performed by any employees, agents or subcontractors of Seller at Buyer's facilities, and Seller shall indemnify and hold harmless Buyer from and against all Losses

arising from or caused directly or indirectly by any act or omission of such agents, employees, or subcontractors of Seller, regardless of any negligence on the part of Buyer, and Seller shall secure and maintain such insurance against public liability and property damage and such employee's liability and compensation insurance as will protect Buyer against the aforementioned risks and against any claims under all applicable worker's compensation and occupational, health and safety laws, rules and regulations. Seller will maintain Workers Compensation Policies for the benefit of Seller's employees. Seller agrees to comply with Buyer's corporate policies while on Buyer's premises, including: (i) zero tolerance for drug or alcohol use; (ii) equal opportunity employment practices; (iii) security and safety policies; and (iv) avoidance of harassment and offensive behavior.

14.2 Unless specifically agreed to in writing, Seller shall, at Seller's own expense, provide all equipment, materials, labor, haulage, and power necessary to execute and complete the Purchase Order.

14.3 If necessary for the provision of Services or the installation of Capital Equipment, Seller shall be responsible for the proper fencing, guarding, lighting and watching of all works at Buyer's facilities, and for the provision of temporary roadways, footways, guards, and fences for the accommodation and protection of owners and occupiers of adjacent property, the public and others.

14.4 In the provision of Services or the installation of Capital Equipment, Seller shall be entitled to use such supplies of electricity, water and gas as may be available at Buyer's facilities, provided Seller shall pay Buyer a sum for such as may be reasonable in the circumstances and Seller shall, at Seller's cost, provide any apparatus necessary for such use.

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14.5 Buyer shall, at Seller's request, for the provision of Services or the installation of Capital Equipment, operate any suitable lifting equipment belonging to Buyer that may be available at Buyer's facilities, provided Seller shall pay a reasonable sum therefore.

14.6 In the instance where Seller is responsible for the installation of Capital Equipment or the provision of Services, Seller must at all times (i) ensure the presence of competent supervisory personnel, (ii) keep the facilities clean and safe from debris and hazards, (iii) be responsible for the safe and orderly performance of the installation of the Capital Equipment or provision of Services and (iv) cooperate with Buyer and comply with Buyer's hours, working conditions and facilities policies.

14.7 Seller must repair or replace to Buyer's satisfaction any property which is damaged or destroyed by Seller in the installation of Capital Equipment or the provision of Services and remove all of Seller's equipment and unused materials from the facilities, thoroughly clean up all refuse and debris and leave the facilities clean, neat and in good condition.

14.8 No Capital Equipment may be installed at Buyer's facilities which makes more noise than 83dB (A) measured under the conditions laid down in the detailed noise specification on application. Any piece of Capital Equipment which fails to meet this specification will not be accepted unless a waiver has been given in writing. A certificate giving details of a noise check is to accompany each piece of Capital Equipment.

14.9 Buyer's policy is not to use asbestos except where there is no adequate alternative. No asbestos is to be used in the Capital Equipment ordered without Buyer's express written permission.

15. COMPLIANCE WITH LAWS

15.1 Seller warrants that, in performance of all work under the Purchase Order, Seller and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws and ordinances. Upon request, Seller agrees to issue certificates certifying compliance with any laws or regulations as may be applicable to the Goods or Services furnished under the Purchase Order. Seller will indemnify Buyer for any violations of this Section 15.1.

15.2 If the cost to Seller of performing its obligations under the Purchase Order is increased or reduced by reason of the making or amendment of any law, order, regulation or by-law having the force of law that shall affect Seller in the performance of its obligations under the Purchase Order, then the amount of such increase or reduction shall be borne by Seller.

16. APPLICABLE LAW

16.1 The Purchase Order and any contacts or agreements resulting from the issuance and acceptance of the Purchase Order shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

16.2 Any dispute, controversy or claim concerning or arising out of any Purchase Order (including these terms and conditions) or concerning the existence or validity thereof shall be resolved by the following procedure: (i) officers of Buyer and Seller, in each case with final decision making authority, shall discuss and negotiate in good faith a solution acceptable to both

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parties, and (ii) if after negotiating in good faith pursuant to the foregoing clause, the parties fail to reach agreement within thirty (30) days (or such longer period as the parties may agree), then such dispute shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association (“AAA”), which shall administer the arbitration and act as the appointing authority. The arbitration, including the rendering of the award, shall take place in Philadelphia, Pennsylvania and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrators shall be executory, final and binding upon Buyer and Seller, and the expense of the arbitration (including without limitation the award of attorneys’ fees to the prevailing party) shall be paid as the arbitrators determine. The arbitration shall be conducted by three (3) arbitrators, one (1) to be appointed by Buyer, one (1) to be appointed by Seller and the remaining arbitrator being nominated by the first two (2) arbitrators. Notwithstanding anything contained in this Section 16.2 the contrary, Buyer shall have the right to institute judicial proceedings against Seller or anyone acting by, through or under Seller as necessary to prevent imminent and irreparable harm to Buyer’s interests.

17. GRATUITIES

17.1 Seller represents and warrants to Buyer that Seller has not offered or given and will not offer or give any employee, agent, or representative of Buyer or any government any gratuity with the intent of securing any business from Buyer or favorable treatment under any agreement with Buyer. Any breach of this warranty shall be a material breach of the terms and conditions of each and every Purchase Order between Buyer and Seller.

18. MISCELLANEOUS

18.1 As used herein, the term “Seller” means the party providing Goods or Services to Buyer.

18.2 All notices, approvals and consents required or permitted hereunder or under the Purchase Order must be in writing and shall be deemed effectively given; (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile (with oral notice to the receiving party of delivery thereof) if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Notices, approvals and consents shall be delivered to the respective addresses set forth in the Purchase Order; provided, however, that, to be enforceable against Buyer, copies of all notices, approvals or consents addressed to Buyer shall be sent to Constar International Inc., One Crown Way, Philadelphia, PA 19154, Attention: VP of Purchasing (or at such address as Buyer may specify from time to time).

18.3 If any provision of the Purchase Order (including the terms and conditions set forth herein) shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be eliminated or limited to the minimum extent necessary so that the Purchase Order shall otherwise remain in the full force and effect and enforceable.

18.4 Any failure by a party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver or any other occasion.

18.5 Headings included herein are for convenience only and shall not be

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used to interpret or construe the Purchase Order.

18.6 The relationship of Seller and Buyer is that of independent contractors.